

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT OF OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAR - 8 2013

GINA KANELOPOULOS and GEORGE J.
KANELOPOULOS, JR.,

Plaintiff,

v.

ALLSTATE INSURANCE COMPANY
And COLUMBIA CASUALTY COMPANY,
A CNA INSURANCE COMPANY,

Defendant.

TIM RHODES
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Case No.: CJ-2010-7269

CJ - 2013 - 1470

PETITION

COME NOW the Plaintiffs, Gina Kanelopoulos and George J. Kanelopoulos, Jr., and for their causes of action against the Defendants, Allstate Insurance Company and Columbia Casualty Company, a CNA Insurance company (hereinafter referred to as "CNA"), allege and state as follows:

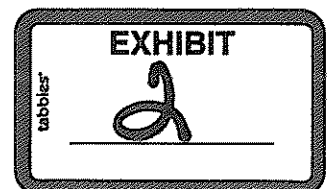
PLAINTIFFS' FIRST CAUSE OF ACTION

1. That on or about the 9th day of September, the Plaintiff, Gina Kanelopoulos was lawfully stopped, facing westbound at the intersection of Northwest 39th Expressway and Kilpatrick turnpike in Oklahoma County, Oklahoma, when Adan G. Gonzalez, an uninsured motorist, did negligently drive his vehicle into the rear of the Plaintiff's vehicle which directly caused the Plaintiff personal and bodily injuries.

2. The Defendants, Allstate Insurance Company and CNA are Plaintiffs' uninsured motorist carrier and are licensed to conduct business in Oklahoma.

3. This court has jurisdiction over the parties and subject matter.

4. Adan G. Gonzalez, was negligent in following too closely, failing to devote full time and attention to his driving, traveling at an excessive rate of speed, driving under the influence of alcohol, driving in a reckless manner, driving without a lawful license, failing to use



the means at hand such as brakes and/or steering mechanism to avoid colliding with the Plaintiff's vehicle, and failing to exercise reasonable care while operating a motor vehicle, all in violation of Oklahoma Common Law, Statutes and/or Oklahoma City Ordinances.

5. Adan G. Gonzalez was negligent *per se* in driving in a reckless manner in violation of Oklahoma Statute (47 O.S. 11-901) and Oklahoma City Municipal Code (32-9) and failing to devote full time attention in violation of Oklahoma Statute (47 O.S. 11-901b) and Oklahoma City Municipal Code (32-10), thereby causing a collision with the Plaintiff's vehicle.

6. Adan G. Gonzalez operated his vehicle in a reckless manner while under the influence of alcohol. Such conduct is wanton, reckless, and in careless disregard for the safety of the Plaintiff, thereby entitling the Plaintiff to punitive damages.

7. That as a direct result of the negligence of Adan G. Gonzalez, the Plaintiffs suffered property damage, and the loss of use of their vehicle, Gina Kanelopoulos sustained bodily injuries which are permanent in nature, has incurred medical bills for the treatment of said bodily injuries, and further sustained pain and suffering which will continue into the future, thereby entitling her to judgment against Adan G. Gonzalez in an amount in excess of \$75,000.00.

8. That as a direct result of the negligence of Adan G. Gonzalez, the Plaintiff, George J. Kanelopoulos, has incurred medical bills for the treatment of his wife's injuries, and has further suffered the loss of love, services and consortium of his wife as a result of the injuries suffered by her in this automobile collision entitling him to judgment against Adan G. Gonzalez in an amount in excess of \$75,000.00.

PLAINTIFFS' SECOND CAUSE OF ACTION

Plaintiffs reassert all claims in their first cause of action and further allege and state:

1. At the time of this collision, the tortfeasor, Adan G. Gonzalez had no liability insurance coverage and is therefore an uninsured motorist.

2. At all relevant times, The Plaintiffs were insured with Defendant, Allstate Insurance Company under policy number 010927740 which carries Uninsured and Underinsured Motorist Coverage in the amount of \$250,000/\$500,000, and was in full force and effect at the time the subject collision occurred.

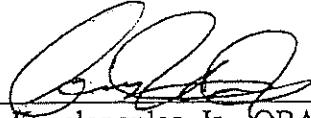
3. At all relevant times, the Plaintiffs were insured with Defendant, CNA under policy number 167043994, which carries Uninsured and Underinsured Motorist Coverage in the amount of \$1,000,000.00 and was in full force and effect at the time the subject collision occurred.

4. Plaintiffs damages exceed the amount of insurance available under the policies of insurance covering Adan G. Gonzalez, therefore entitling Plaintiffs to recover uninsured/underinsured motorist benefits from Allstate Insurance Company and CNA under said policies.

5. As a direct result of the negligence of Adan G. Gonzalez, an uninsured motorist, Plaintiffs are entitled to uninsured motorist coverage pursuant to the terms of the policies of insurance they purchased from Defendants. Plaintiffs have suffered financial hardship, actual and economic damages, and associated pain and suffering entitling them to judgment in an amount in excess of \$75,000.00.

WHEREFORE Plaintiffs, Gina Kanelopoulos and George J. Kanelopoulos, Jr. pray for judgment against Defendants, Allstate Insurance Company and Columbia Casualty Company, a CNA Insurance company in an amount in excess of \$75,000.00, along with costs, interest allowed by law, attorney's fees, and any further relief to which they may be entitled.

Respectfully submitted,



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ATTORNEY FOR PLAINTIFFS

JURY TRIAL DEMANDED
ATTORNEY'S LIEN CLAIMED
POST JUDGMENT INTERESTED CLAIMED